

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 3/8/2012

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

Modification No. 3 to Agreement with Garver, L.L.C.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to modify the agreement with Garver, L.L.C. for Engineering Design Services for Zierdt Road Improvements, Project No. STPHV-8507(600) & COH Project No. 65-06-RD01, as adopted by Resolution No. 07-612 of June 14, 2007, and amended by Resolution No. 08-727 of July 31, 2008, and amended by Resolution No. 10-31 of January 14, 2010, by Modification No. 3

Note: If amendment, please state title and number of the original

07-612, 08-727 & 10-31

Item to be considered for: Action

Unanimous Consent Required; No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This supplement is necessary to increase the contract for the geotechnical investigation, lab testing, and engineering from the original estimated amount in 2007 of \$57,670.00 to the current estimated amount of \$179,208.00 to satisfy the changes in requirements of ALDOT's Bureau of Materials and Tests (BMT) Procedures 390, 392, and 398. A ninety (90) day increase in contract for the additional scope of geotechnical work plus the addition of nine hundred forty-three (943) days of contract suspension, to obtain approval to drill on Redstone *

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date: _____

revised 4/13/2011

*Arsenal, totals one thousand thirty-three (1033) days and sets the new end for contract services period at August 7, 2012.
Account No. 23-6500-0813-8120.

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **3/8/2012**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Modification #3**

Document Name: **Garver - Zierdt Road Widening- STPHV-8507(600)**

City Obligation Amount: **\$146,190.00**

Total Project Budget: **\$848,720.00**

Uncommitted Account Balance: **0**


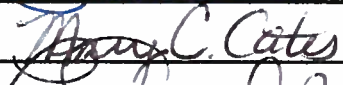

Account Number: **23-6500-0813-8120**

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating		2/16/10
2) Legal		2/28/12
3) Finance		2/28/12
4) Originating		
5) Copy Distribution		
a. Mayor's office (2 copies)		
b. Clerk-Treasurer (Original & 2 copies)		
c. Legal (1 copy)		

RESOLUTION NO. 12-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama to enter into Modification No. 3 to the Agreement with Garver, L.L.C., adopted and approved on the 14th day of June, 2007, by the City Council of the City of Huntsville, Alabama by Resolution No. 07-612, and amended on the 31st day of July, 2008, by Resolution No. 08-727, and amended on the 14th day of January, 2010, by Resolution No. 10-31, as attached hereto.

BE IT FURTHER RESOLVED that the total contract amount be and hereby is modified from SEVEN HUNDRED TWO THOUSAND FIVE HUNDRED THIRTY AND NO/100 DOLLARS (\$702,530.00) to EIGHT HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED TWENTY AND NO/100 DOLLARS (\$848,720.00), including this Modification No. 3, an increase of ONE HUNDRED FORTY-SIX THOUSAND ONE HUNDRED NINETY AND NO/100 DOLLARS (\$146,190.00). There are an additional one thousand thirty-three (1,033) calendar days added to the existing contract. New end date: August 7, 2012. Agreement is substantially in words and figures similar to that document attached hereto and identified as "Modification No. 3 to Agreement between City of Huntsville and Garver, L.L.C. for Engineering Design Services for Zierdt Road Improvements, Project No. STPHV-8507(600) & COH Project No. 65-06-RD01, as adopted by Resolution No.07-612 of June 14, 2007, and amended by Resolution No. 08-727 of July 31, 2008, and amended by Resolution No. 10-31 of January 14, 2010" consisting of a total of three (3) pages plus twenty-nine (29) additional pages consisting of Attachment "A", "E-Verify Clause" and "Contractor's Affidavit and MOU", and the date of March 8, 2012 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 8th day of March, 2012.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 8th day of March, 2012.

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

Modification No. 3 to Agreement between
the City of Huntsville and Garver, L.L.C.
for Engineering Design Services for Zierdt
Road Improvements, Project No. STPHV-
8507(600) & COH Project No. 65-06-RD01,
as adopted by Resolution No. 07-612 of
June 14, 2007, and amended by Resolution
No. 08-727 of July 31, 2008, and amended
by Resolution No. 10-31 of January 14,
2010

THIS MODIFICATION TO AN AGREEMENT entered in on the 14th day of June, 2007, and amended on the 31st day of July, 2008, and amended on the 14th day of January, 2010, is hereby amended by Modification No. 3 dated March 8, 2012, by and between the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation in the State of Alabama (OWNER) and GARVER, L.L.C., (ENGINEER).

WITNESSETH

WHEREAS, the firm identified as the ENGINEER to the Agreement dated June 14, 2007, and amended on July 31, 2008, and amended on January 14, 2010, has proposed a change, identified as Attachment "A" to the Original Agreement. This modification delineates a change to the supplemental fee for performing additional geotechnical investigation as now required by ALDOT for design approval.

WHEREAS, the Owner desires that the contract drawings be altered to be consistent with Attachment "A" hereto.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Owner and the ENGINEER agree to the following modifications to the agreement:

1. Garver, L.L.C. will provide for additional geotechnical investigation at a time and materials cost not to exceed ONE HUNDRED FORTY-SIX THOUSAND ONE HUNDRED NINETY AND NO/100 DOLLARS (\$146,190.00). There are an additional one thousand thirty-three (1,033) calendar days added to the existing contract. New end date: August 7, 2012.

President of the City Council of the City of
Huntsville, AL

Date: March 8, 2012

2. Item #1 shall be performed in accordance with the original agreement dated June 14, 2007, and approved by the City Council by Resolution No. 07-612, and as described in the letter from Scott C. Leach to Shane Davis, dated December 7, 2011, shown as Attachment "A".
3. The terms of this contract modification and the execution thereof is not in any way to be viewed as a waiver on the part of the Owner of any of its rights pursuant to the Contract as modified previously.
4. All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have entered their hands and seals and attest to the same with the signature of the Mayor being the official act of the said municipality in accordance with his duly constituted authority.

THE CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____
Tommy Battle
Its Mayor

ATTEST:

Charles E. Hagood
City Clerk-Treasurer

STATE OF ALABAMA)
COUNTY OF MADISON)

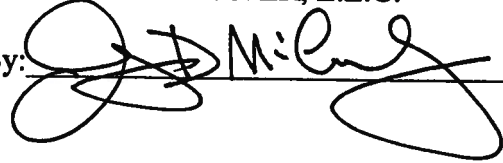
I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Charles E. Hagood, whose names as Mayor and City Clerk-Treasurer of the City of Huntsville, a municipal corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the ____ day of _____ 2012.

Notary Public
My Commission Expires: _____

ENGINEER: GARVER, L.L.C.

By:



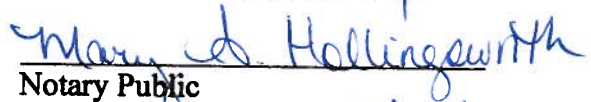
ATTEST:



STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Jerry D. McCarley, Regional Office Administrator, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such officer, executed the same with full authority for and as the act of said Corporation on the day the same bears day.

GIVEN under my hand and official seal this the 17th day of February 2012.



Notary Public

My Commission Expires: 3/28/2015



5125A Research Drive
Huntsville, AL 35805

TEL 256.534.5512
FAX 256.534.5544

www.GarverUSA.com

S.D.
2/6/12
December 7, 2011

Mr. Shane A. Davis, PE
Director of Urban Development & Engineering
City of Huntsville Engineering Dept.
320 Fountain Circle
Huntsville, AL 35801

Re: Supplemental Agreement for Geotechnical Services
Project No. STPHV-8507(600)
Zierdt Road Widening from South of Martin Road
To North of Madison Blvd in the City of Huntsville
Madison County

Attn: Mr. Bill Boggess, PE, REM

Mr. Boggess:

We received the marked-up man-day estimate and fee proposal from ALDOT for the above referenced project. The recommended fee approved by ALDOT for performing the scope of work described herein was revised as follows:

The Total Proposed Fee has been Revised from \$147,031.00 to \$146,190.00

We are in agreement that these revised fees are fair and reasonable compensation for performing the scope of work defined herein for this project. Enclosed is a copy of the revised fee proposal, scope of work, man-day estimate sheets, etc. as approved by the ALDOT. These items are being submitted for your use and further processing as needed for the City to prepare a Supplemental Agreement contract for City Council. If there are any questions or any additional information needed regarding the project or items submitted, please let me know.

Sincerely,
Garver, LLC

A handwritten signature in blue ink, appearing to read 'S. C. Leach'.

Scott C. Leach, PE
Senior Project Manager

CC: Project File



5125A Research Drive
Huntsville, AL 35805

TEL 256.534.5512
FAX 256.534.5544

www.GarverUSA.com

October 24, 2011

Mr. William N. "Bill" Boggess, PE, REM
City of Huntsville Engineering Dept.
308 Fountain Circle
Huntsville, AL 35801

**RE: Supplemental Agreement Proposal for Geotechnical Services on
ALDOT Project No. STPHV-8507(600)
Zierdt Road Widening from South of Martin Road
To North of Madison Blvd. in the City of Huntsville
Madison County**

Mr. Boggess:

Submitted herewith is a man-day estimate and fee proposal for performing the Geotechnical Investigations, Laboratory Testing, Soft Soils Investigations, Materials Report Preparation and Field Surveying services required for the above referenced project. Also included with this submittal is a detailed scope of work and man-day estimate and fee proposal from our Sub-Consultant (OMI, Inc.); along with a detailed comparison outlining additional services that are now required to perform this work due to changes in ALDOT's Bureau of Materials and Tests (BMT) Procedures 390, 392, and 398. A summary of the proposed scope of work is as follows:

Geotechnical, Soil Survey, Soft Soils Investigations, Surveying and Materials Report:

All work will be performed in general accordance with ALDOT Bureau of Materials and Tests Procedures 390, 392, and 398. This work includes the following:

- Subsurface exploration (including drilling, logging, and sampling 110 soil borings within the project limits.)
- 17 Traffic Signal Pole borings and report preparation.
- Coring the existing pavement structure along Zierdt Road to determine layer type, thickness and condition.
- Laboratory Testing, Data Compilation and analysis.
- Contingency for estimated 65 Soft Soil borings to determine the extent, character, and location of soft soils encountered in within the project limits.
- Preparation of a geotechnical materials report, required pavement structure calculations and build-up recommendations relative to the proposed project.
- Surveying services including Zierdt Road centerline staking and Bore Hole stakeout and collection of x,y,z coordinates, in addition to centerline Station and Offset for each of the required Soil Borings.

The estimated fee increase to perform geotechnical services required to complete work according to current ALDOT BMT Procedures is \$146,190.00. A copy of the approved man-day estimate and fee proposal is included for your use, review, and comparison. This revised boring plan has already been approved by ALDOT's BMT.

The total increase in estimated fee of \$146,190.00 includes all direct project related expenses. It includes a proposed fee of \$121,538.00 for our Sub-Consultant (OMI, Inc.), Garver's 5% Sub-consultant Administration fee of \$6,077.00, and Garver's proposed fee of \$18,575.00 for surveying services, data collection, and deliverables that are associated with the Geotechnical Services. We have based our fee estimates on the current design; as well as a visual inspection of the project.

We look forward to continue working with yourself and the City of Huntsville on this very important project. Please let me know if you have any questions or need any additional information regarding this project or the items submitted. If you are in general agreement with this proposal as submitted, please forward a copy to the ALDOT 1st Division Office for their review and further distribution.

Sincerely,
Garver, LLC

A handwritten signature in blue ink, appearing to read "Scott C. Leach".

Scott C. Leach, PE
Senior Project Manager

CC: Project File

Project No.	STPHV-8507(600)
County	Madison
Description	Widen Zierdt Rd from south of Martin Rd to north of Madison Blvd
Scope of Work	Geotech Investigations, Materials Report, & Borings Stakeout
Project Length	3.58 Miles
Consultant	Garver, LLC
GRAND TOTAL OF FEE PROPOSAL	
Geotechnical Investigations, Soft Soil Studies,	
Materials Report, & Surveying	\$146,190
GRAND TOTAL FEE	\$146,190

Combined overhead rate (%) >>>>>>>>>>>>>>>> 201.09


Facilities Capital Cost of Money (if used) >>>>>	1.32
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LABOR RATES

Classification	Daily Rate
Project Manager	\$453.84
Engineer	
Environmental	
Engineering Technician/CADD	\$171.76
Environmental Technician	
Clerical	\$124.96
PLS	\$263.92
Survey Crew	\$399.60

****Certification of Out-of-Pocket Expenses:**

If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

 2/3/2012
Signed Date

SR. PROJECT MANAGER
Position/Title

12/7/2011

Alabama Department of Transportation

8:38 AM

Att A - Pg 5 of 17 - 03/08/12

Project No. <u>STPHV-8507(600)</u> County <u>Madison</u> Description <u>Widen Zierdt Rd from south of Martin Rd to north of Madison Blvd</u> Scope of Work <u>Geotech Investigations, Materials Report, & Borings Stakeout</u> Project Length <u>3.58 Miles</u>																	
Consultant <u>Garver, LLC</u>																	
Surveying																	
Based on a 3 Man Crew																	
Task A: Mobilization and Basic Control Survey																	
A-1 Mobilize/Demobilize Re-establish & Verify Control																	
<table border="1"> <thead> <tr> <th>PLS</th> <th>Crew</th> <th>Tech/CADD</th> <th>Clerical</th> </tr> </thead> <tbody> <tr> <td>0.50</td> <td>1.00</td> <td>0.50</td> <td>0.25</td> </tr> <tr> <td>0.50</td> <td>1.00</td> <td>0.50</td> <td>0.25</td> </tr> </tbody> </table>						PLS	Crew	Tech/CADD	Clerical	0.50	1.00	0.50	0.25	0.50	1.00	0.50	0.25
PLS	Crew	Tech/CADD	Clerical														
0.50	1.00	0.50	0.25														
0.50	1.00	0.50	0.25														
Task A Totals																	
Task B: Project Alignment and Borehole Location Stakeout																	
B-1 Mark Proposed C-L for Hermitage Dr & Railroad Ave at 100' Stations																	
B-2 Field Stake 127 Soil Test Boring Locations & Collect x,y,z data for each																	
B-3 Field Stake 65 Soft Soil Borings & Collect x,y,z data for each																	
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0.50	1.25	1.00															
1.75	6.75	3.75	0.00														
Task B Totals																	
Task C: CAD Drafting and Compilation of Data																	
C-1 Prepare Map and Spreadsheet illustrating all Bore Holes & x,y,z data																	
<table border="1"> <tbody> <tr> <td>1.00</td> <td></td> <td>2.00</td> <td>1.00</td> </tr> <tr> <td>1.00</td> <td>0.00</td> <td>2.00</td> <td>1.00</td> </tr> </tbody> </table>						1.00		2.00	1.00	1.00	0.00	2.00	1.00				
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Task C Totals																	
TOTALS																	
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3.25	7.75	6.25	1.25														

12/7/2011

Alabama Department of Transportation

8:37 AM

Project No. STPHV-8507(600)			
County Madison			
Description Widen Zierdt Rd from south of Martin Rd to north of Madison Blvd			
Scope of Work Geotech Investigations, Materials Report, & Borings Stakeout			
Project Length 3.58 Miles			
Consultant Garver, LLC			
Fee Proposal (Geotechnical & Surveying)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of PLS)	0.33	\$ 453.84	\$ 149.77
PLS	3.25	\$ 263.92	\$ 857.74
Survey Crew (see man-day sheet)	7.75	\$ 399.60	\$ 3,096.90
Engineering Technician/CADD	6.25	\$ 171.76	\$ 1,073.50
Clerical	1.25	\$ 124.96	\$ 156.20
Total Direct Labor			\$ 5,334.11
Combined Overhead (%)	201.09		\$ 10,726.36
Out-of-Pocket Expenses**			\$ 762.10
Sub-Total			\$ 16,822.57
Operating Margin (10%)			\$ 1,682.26
Sub-Total			\$ 18,504.83
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
OMI, Inc. (Geotechnical, Soft Soils Study, & Materials Report)		\$	121,538.00
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	6,076.90
Sub-Total			\$ 146,119.73
Facilities Capital Cost of Money (% of Direct Labor)	1.32	\$	70.41
TOTAL FEE			\$ 146,190.14

12/7/2011

Alabama Department of Transportation

8:38 AM

Project No. STPHV-8507(600)
County Madison
Description Widen Zierdt Rd from south of Martin Rd to north of Madison Blvd
Scope of Work Geotech Investigations, Materials Report, & Borings Stakeout
Project Length 3.58 Miles

Consultant Garver, LLC

Out-of-pocket Expenses (Geotechnical & Surveying)

TRAVEL COST

Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Survey crew trips from Office to Project Site	8	21	\$0.510	\$ 85.68
Miscellaneous & Site Inspection	2	21	\$0.510	\$ 21.42
				\$ -
				\$ -
Total Mileage Cost				\$ 107.10

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ 107.10

PRINTING / REPRODUCTION COST

Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
Project Plans and other Miscellaneous Sheets	3	150	450	\$ 0.20	\$ 90.00
Miscellaneous In-house printing	1	200	200	\$ 0.20	\$ 40.00
Final Boring Maps w/ Data Submittal	2	25	50	\$ 3.00	\$ 150.00
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
Total Printing/Reproduction Cost					\$ 280.00

Communication Cost (telephone, fax, etc.)	Total
	\$ 25.00

Postage Cost (overnight, stamps, etc.)	Total
	\$ 50.00

Other (provide description on next line)	Total
Hubs, Tacks, Stakes, Flagging, Paint, etc.	\$ 300.00

Total Out-of-pocket Expenses **\$ 762.10**

Comments:

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

OMI, Inc.

October 18, 2011

Garver Engineers
5125 Research Drive
Huntsville, AL 35805

ATTN: Mr. Scott Leach

SUBJECT: Supplemental Request for Subsurface Exploration and
Geotechnical Engineering Study
Zierdt Road Widening
Madison County, Alabama
ALDOT Project No. STPHV-8507(600)
OMI Job No. 4805

Gentlemen:

OMI, Inc., has reviewed the current plan and profile and evaluated our scope of work based on the latest revision of ALDOT procedures for this project. OMI has been authorized to perform services for this project based on OMI Proposal Nos. P-2544-A dated June 14, 2006 and P-2860-B dated August 6, 2007. This supplemental request accounts for changes to the scope of services incurred by the current plan and profile, reflecting the most recent requirements in ALDOT procedures 390, 392, and 398, and requirements from ALDOT personnel made during a site visit in August 2011 to review the proposed boring plan. The following is an outline of the total scope required for this project.

PROJECT INFORMATION

The Cities of Madison and Huntsville in conjunction with the Alabama Department of Transportation intend to widen the existing Zierdt Road south of Martin Road to Madison

Garver Engineers
OMI Job No. 4805
October 18, 2011
Page 2

Boulevard Highway 20. Zierdt Road is presently a two lane road. Plans are to make it a divided four lane road. Garver has indicated that the project will include five signalized intersections. The existing road will be utilized where possible.

OMI developed and submitted a boring plan to ALDOT Division One and Bureau of Materials and Tests for approval. The boring plan was developed following the guidelines set forth in ALDOT procedure 390, 392, and 398. The boring plan was approved by ALDOT with the following two notes: 1) contingency borings should be planned so that the extent of possible soft soil areas may be determined if soft soils are encountered; and, 2) a slope stability study should be performed on the affected slopes under the I-565 overpasses.

OMI has included contingency for encountering soft soils in this supplemental and will submit a separate proposal for the slope stability study.

SCOPE OF SERVICES

OMI recommends the following scope of work. The scope of work will be in general accordance with the Alabama Department of Transportation Bureau of Materials and Test Procedures 390, 392, and 398. Specifically, OMI proposes the following services.

Road Widening

OMI will perform soil test borings at a spacing of approximately 300-ft on centers in fill areas and 200-ft on centers in cut areas. Borings in fill areas will be drilled to 1.5 times the fill height and borings performed in cut areas will be drilled to 3-ft below the proposed ditch line. Undisturbed samples will be collected where appropriate. Standard penetration testing (ASTM D1586-84) will be performed in the soils. Piezometers will be installed along the route for the collection of water level information.

OMI, Inc.

Garver Engineers
OMI Job No. 4805
October 18, 2011
Page 3

Three borings in the cut area north of Lady Ann Lake in the existing curve are expected to encounter shallow rock. These borings will require rock coring to determine quality of the rock. This information will aid in determining removal procedures for the rock to maintain road grade and slopes.

If soft soils are encountered borings will be performed between the proposed borings along centerline of the new lanes to better define the extent of the soft soil area.

Culverts

No bridge culverts or non-bridge culverts are expected.

Resurfacing

The existing pavement will be cored to obtain accurate measurements of the existing pavement thickness. Samples will be collected approximately every 2500-ft along the existing road. The asphalt concrete and stone base thicknesses will be recorded and reported. Where borings are to be drilled on the existing pavement, flagmen will be used to control traffic during drilling. Falling weight deflectometer (FWD) test data will be provided by the Pavement Management Division of the Bureau of Materials and Tests of the Alabama Department of Transportation for the existing road. FWD data will provide the in-place structural number of the existing asphalt and roadbed resilient modulus of the supporting subgrade.

Signalization

Five signalized intersections are presently proposed for this project. The intersections are at Martin Road, Natures Way, Edgewater Drive, Mountain Brook Boulevard, and Madison Boulevard. Two to four poles are expected at each intersection to support the traffic signals and mast arms totaling seventeen poles. OMI proposes to drill a boring at each of the pole locations to 30-ft in depth.

Laboratory Testing

Laboratory testing will be performed as recommended in ALDOT test procedure 390, 392, and 398. Laboratory tests include natural moisture content tests, topsoil tests, unconfined compression tests,

Garver Engineers
OMI Job No. 4805
October 18, 2011
Page 4

Atterberg limits, sieve analyses, hydrometer analyses, and subgrade modulus (MR) tests for strength and subgrade support characteristics on selected soils.

Reporting

Upon completion of the field and laboratory testing, a report will be prepared presenting the findings, conclusions, and recommendations relative to the proposed road. The report will follow the format recommended in the ALDOT Procedure 390, 392, and 398 and will include life cycle costs and comparisons of pavement types.

SCHEDULE

This schedule has been revised from the original to reflect the updated scope of work. ALDOT personnel working in Guntersville and Montgomery have visited the site, spoken with OMI personnel, and reviewed and approved the boring plan. OMI has also met with Redstone Arsenal personnel regarding the work to be performed on Redstone Property. UXO personnel and testing is being provided by Redstone Arsenal.

The field testing is expected to take three to five weeks to perform, depending on weather and difficulty providing access to the site. Permission to access any private property and permits will be provided by the client. Laboratory testing is expected to take approximately four weeks. OMI will keep you informed during the field and laboratory phases of the work and will provide preliminary recommendations and evaluations of the conditions as work progresses.

Analysis and reporting is expected to take two to four additional weeks, but will depend upon information obtained regarding traffic volumes and alternatives requested by the client.

OMI, Inc.

Garver Engineers
OMI Job No. 4805
October 18, 2011
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COST

OMI has previously been authorized to perform geotechnical services on this project for a total fee of \$57,670.00. Due to the changes in the proposed plans, revisions to ALDOT 390, 392, and 398, and the approved boring plan, OMI requests supplemental fees of \$121,538.00 for geotechnical services. A contingency for soft soil borings has been included in this fee for an estimated 830-ft of drilling. This fee includes the necessary field and laboratory testing as well as drilling administration, logging and analysis. The included estimate is based upon a review of the site and has been included for budgetary purposes.

A cost estimate with a breakdown of the complete geotechnical scope of work for the project is attached. Garver has also requested that the original geotechnical scope of work be attached to provide a comparison for the scope of work that is now required according to ALDOT BMT procedures.

AUTHORIZATION

To authorize OMI, Inc., to provide these supplemental services, please execute and return the attached Work Authorization Sheet. Please note any special instructions or information such as billing or site access requirements on this Work Authorization Sheet. Also enclosed with this proposal are General Conditions which discuss such items as right-of-entry, insurance, and invoicing. These Conditions are considered an integral part of this project.

* * * * *

OMI, Inc.

Garver Engineers
OMI Job No. 4805
October 18, 2011
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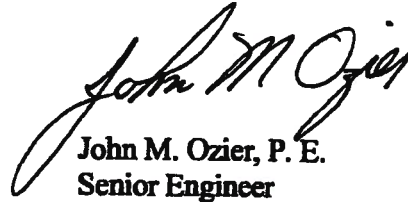
OMI, Inc., appreciates the opportunity to provide these services to Garver Engineers. Please direct any questions regarding this proposal to the undersigned.

Respectfully submitted,

OMI, Inc.



John W. Corbell, P.E.
Staff Engineer



John M. Ozier, P. E.
Senior Engineer

Distribution: 1 Copy to Addressee via Email

Attachments: Mandays Tables
Geotechnical Cost Estimate and Scope of Work
P-2544-A Cost Estimate
P-2860-B Cost Estimate
General Conditions
Work Authorization Sheet

OMI, Inc.

Geotechnical - Zierdt Road Widening
OMI Job No. 4805

SECTION 3**GEOTECHNICAL REPORT AND MATERIALS WRITE-UP**

TASK NO.		MANDAYS						
DESCRIPTION		SENIOR ENGINEER	GEOLOGIST/STAFF ENGINEER	SURVEYOR	TRAFFIC CONTROL	CAD TECH	DRILL CREW	CLERICAL/ADMIN
TASK A: DRILLING - ROAD & INTERSECTION SIGNAL POLES								
A1	Using project plans and drilling plan as approved by the state (see PR 5343)							
	a. Make borings in accordance with AASHTO T-206.		22		10		66	
	b. Provide field logs of borings, using the State's format.			6		3		4
	c. Take Shelby Samples as outlined in AASHTO T-207.				2			
	e. Coring pavement		1					2
A2	All borings will be logged by a qualified geotechnical engineer.	3	4					
A3	Perform necessary laboratory tests as outlined in the drill plan.							
SUBTOTAL		3	27	6	12	3	66	4
A4	Compile test results and use in preparing a Geotechnical Report According to the type project; i.e., pavement design, subgrade preparation, materials report.	12	30			5		9
SUBTOTAL		12	30	0	0	5	0	9
TOTAL		15	57	6	12	8	66	13
(ROAD WITHOUT BRIDGE)								2

**COST ESTIMATE
FOR TOTAL REQUIRED SCOPE OF WORK**

<u>ROAD WIDENING & INTERSECTION SIGNALS</u>	
Mobilization of truck and track-mounted drill rigs	\$ 700.00
Soil test borings – 58 to 5-ft @ \$11/ft	\$ 3,190.00
Soil test borings – 38 to 10-ft @ \$11/ft	\$ 4,180.00
Soil test borings – 6 to 15-ft @ \$11/ft	\$ 990.00
Soil test borings – 4 to 20-ft @ \$11/ft	\$ 880.00
Soil test borings – 17 to 30-ft @\$11/ft	\$ 5,610.00
Soft Soil Boring Contingency – estimated 830-ft @\$50/ft	\$ 41,500.00
Test borings in rock – 3 totaling 100-ft @ \$40/ft	\$ 4,000.00
Standpipe Piezometers 22 to 10-ft each @ \$10/ft	\$ 2,200.00
Difficult access for drill	\$ 1,000.00
Clearing & dozer work 10-hrs @ \$125.00/hr.	\$ 1,250.00
Water hauling 5-hrs @ \$125.00/hr	\$ 625.00
Set up for coring 3 borings @ \$100.00 each	\$ 300.00
Asphalt coring, diamond core bit, equipment rental and bit charge, Trucks and trailer – 8 @ \$50 each	\$ 400.00
Technician for coring – 2 days @ \$336/day	\$ 672.00
Traffic control flagman – 12 days @ \$336/day	\$ 4,032.00
Traffic Control Devices Rental – 8 days @ \$185.00/day	\$ 1,480.00
Laboratory testing (moisture content, topsoil testing, Atterberg limits, sieve analyses, hydrometer, unconfined compression, Resilient modulus tests)	\$ 46,151.00
Project Geologist/Engineer for drill administration, logging and analysis - 27 days @ \$600/day	\$ 16,200.00
Geotechnical Engineer for analysis and data evaluation and reporting 30 days @ \$720/day	\$ 21,600.00
Principal Geotechnical Engineer for analysis data evaluation, reporting, and client consultation – 15 days @ \$1,000/day	\$ 15,000.00
Clerical – 13days @ \$336/day	\$ 4,368.00
CAD Operator – 8 days @ \$360/day	\$ 2,880.00
Total	\$179,208.00

ZIERDT ROAD COST ESTIMATE
OMI PROPOSAL NO. P-2544-A

<u>ROAD WIDENING & INTERSECTION SIGNALS</u>	
Mobilization of truck-mounted drill rig	\$ 300.00
Soil test borings – 40 to 10-ft @ \$10/ft	\$ 4,000.00
Soil test borings – 32 to 5-ft @ \$10/ft	\$ 1,600.00
Asphalt coring, diamond core bit, equipment rental and bit charge, Trucks and trailer – 16 @ \$45/each	\$ 720.00
Technician for coring – 3 days @ \$280/day	\$ 840.00
Traffic control flagman – 6 days @ \$300/day	\$ 1,800.00
Laboratory testing (moisture content, Atterberg limits, sieve analyses, unconfined compression, Resilient modulus tests)	\$ 2,000.00
Project Geologist/Engineer for drill administration, logging and analysis, 10 days/8 hours per day @ \$65/hour	\$ 5,200.00
Principal Geotechnical Engineer for analysis data evaluation, reporting, and client consultation – 5 days/8 hours per day @ \$105/hour	\$ 4,200.00
Clerical – 20 hours @ \$30/hour	\$ 600.00
CAD Operator – 32 hours @ \$40/hour	\$ 1,280.00
Surveying Borings	\$ 2,000.00
Total:	\$ 24,540.00

ZIERDT ROAD COST ESTIMATE
OMI PROPOSAL NO. P-2860-B

<u>ROAD WIDENING & INTERSECTION SIGNALS</u>	
Mobilization of truck-mounted drill rig	\$ 300.00
Soil test borings – 23 to 10-ft @ \$10/ft	\$ 2,300.00
Soil test borings – 17 to 5-ft @ \$10/ft	\$ 850.00
Test borings in rock – 3 totaling 95-ft @ \$40/ft	\$ 3,800.00
Difficult access for drill	\$ 1,000.00
Clearing & dozer work 10/hrs @ \$125.00/hr.	\$ 1,250.00
Water hauling 5/hrs @ \$125.00/hr	\$ 625.00
Set up for coring 3 borings @ \$100.00/ea.	\$ 300.00
Asphalt coring, diamond core bit, equipment rental and bit charge, Trucks and trailer – 9 @ \$45/each	\$ 405.00
Technician for coring – 2 days @ \$280/day	\$ 560.00
Traffic control flagman – 6 days @ \$300/day	\$ 1,800.00
Laboratory testing (moisture content, Atterberg limits, sieve analyses, unconfined compression, Resilient modulus tests)	\$ 2,000.00
Project Geologist/Engineer for drill administration, logging and analysis, 9 days/8 hours per day @ \$75/hour	\$ 5,400.00
Principal Geotechnical Engineer for analysis data evaluation, reporting, and client consultation – 5 days/8 hours per day @ \$125/hour	\$ 5,000.00
Clerical – 24 hours @ \$40/hour	\$ 960.00
CAD Operator – 24 hours @ \$45/hour	\$ 1,080.00
Falling Weight Deflectometer	\$ 3,500.00
Surveying Borings	\$ 2,000.00
Total	\$33,130.00

Contractor's E-Verify Clause and Affidavit

Effective January 1, 2012, this notice shall be included in all contracts awarded for labor, supplies, or services for the City of Huntsville, Alabama.

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the City of Huntsville as part of its bid or proposal for the contract along with documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form is included at the end of this notice. The original affidavit for your business entity must be returned to the City of Huntsville, the affidavit for the subcontractors should be kept on file in your office, and be made available to the city if requested.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are required of every subcontractor in accordance with §31-13-9(c) and shall maintain records that are available upon request by the City, state authorities or law enforcement to verify compliance with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13- 9 (f) (1) & (2).

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of Alabama

County of Madison

Before me, a notary public, personally appeared Jerry McCarley (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Regional Office Administrator (state position) for Garver, LLC (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

[Signature] Signature of Affiant
Sworn to and subscribed before me this 8 day of February, 2012.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Cheryl Sier: South Signature and Seal of Notary Public
MY COMMISSION EXPIRES 11/17/2018

Company ID Number: 136653

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Garver, LLC** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

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rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (1)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

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a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

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ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

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the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

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without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Garver, LLC

Tatiana B Herrington

Name (Please type or print)

Title

Electronically Signed

07/15/2008

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 136653

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

07/15/2008

Signature

Date

Company ID Number: 136653

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Garver, LLC

Company Facility Address: 4701 Northshore Drive
North Little Rock, AR 72118

Company Alternate Address: 4701 Northshore Drive
North Little Rock, AR 72118

County or Parish: PULASKI

Employer Identification Number: 10733400

North American Industry
Classification Systems Code: 541

Parent Company: _____

Number of Employees: 100 to 499 Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- MISSISSIPPI 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Linda K Driggers	Fax Number:	(501) 537 - 3407
Telephone Number:	(501) 537 - 3262		
E-mail Address:	lkdriggers@garverengineers.com		
Name:	Tatiana B Herrington	Fax Number:	(501) 537 - 3407
Telephone Number:	(501) 537 - 3256		
E-mail Address:	tbherrington@garverengineers.com		